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June 11, 2025

**Via ECF**

The Honorable Judge John G. Koeltl  
United States District Court  
Southern District of New York  
500 Pearl Street  
New York, NY 10007

**APPLICATION GRANTED  
SO ORDERED**

6/12/25   
John G. Koeltl, U.S.D.J.

Re: *NCR Voyix Corporation v. Embarcadero Technologies Europe Limited*; Case No. 1:24-cv-04458-JGK

Dear Judge Koeltl,

We represent defendant and counterclaim plaintiff Embarcadero Technologies Europe Limited ("Embarcadero"), and we write, pursuant to Section VII of the Court's Individual Practices to respectfully request the Court's permission to seal, in connection with Embarcadero's Opposition to plaintiff and counterclaim defendant NCR Voyix Corporation's ("NCR") Motion for Summary Judgment, (1) emails produced by NCR in discovery and stamped as confidential (the "Confidential Documents") under the Agreed Protective Order (ECF No. 37), (2) the Declaration of Stephen Ball in Opposition to NCR's Motion for Summary Judgment ("Opposition Ball Decl."), solely to redact a reference to commercially sensitive information, and (3) Embarcadero's Memorandum of Law in Opposition to NCR's Motion for Summary Judgment and Local Rule 56.1(b) Responses to NCR's Statement of Uncontested Material Facts, solely to redact quotations from the parties' March 31, 2023 Settlement and Release Agreement ("SA"), references to the confidential settlement amount, and quotations from the Opposition Ball Decl.

Section 8 of the SA includes a confidentiality provision that designates the entire agreement as confidential, and, as relevant here, the SA contains significant commercially sensitive terms, including a settlement amount payable under the SA and specifically negotiated license pricing terms. Notably, the Court has already permitted that the SA be filed under seal in in this litigation. *See* ECF No. 15.

The Opposition Ball Decl. is redacted to prevent disclosure of commercially sensitive information regarding Embarcadero's technology. *See BakeMark USA LLC v. Negron*, 23-CV-2360, 2024 WL 182505, at \*2 (S.D.N.Y. Jan. 16, 2024) ("[C]ourts in this District routinely permit parties to seal or redact commercially sensitive information in order to protect confidential business and financial information.").

Pursuant to Section 16 of the Agreed Protective Order (ECF No. 37), Embarcadero seeks to file the Confidential Documents (and quotations therefrom) under seal in the first instance to give NCR an opportunity to move to seal them.

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Pursuant to the Court's Individual Practices, a copy of the SA, the Confidential Documents, and the Opposition Ball Decl. are filed contemporaneously herewith. Undersigned counsel met and conferred with opposing counsel, who have consented to this application.

We thank the Court for its attention to this matter.

Respectfully Submitted,

/s/ Christopher A. DeGennaro

Christopher A. DeGennaro